

United States Department of the Interior
Bureau of Land Management

ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

PAGE 1 OF 15 PAGES

1. AGREEMENT NO.
HAA021B00

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

Steven D. Shapiro
Bureau of Land Management
P.O. Box 2965
Portland, Oregon 97208
503-952-6227

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT

Lane County
Office of County Administrator
125 East 8th Ave.
Eugene Oregon 97401
Telephone (541) 682-4203

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE

Wayne Elliott
Bureau of Land Management
Eugene District Office
P.O. Box 10226
Eugene, Oregon 97440-2226
541-683-6989

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S OPERATIONS MANAGER

Lane County
Office of County Administrator
125 East 8th Ave.
Eugene Oregon 97401
Telephone (541) 682-4203

8. PROGRAM STATUTORY AUTHORITY Federal Land Policy and
Management Act of 1976 (FLPMA)

9. STARTING DATE Date set forth in block 17c.

10. EFFECTIVE DATE Date set forth in block 17c.

11. COMPLETION DATE September 30, 2007

12. TYPE OF RECIPIENT (Check one)

- ☐ STATE
☒ LOCAL GOVERNMENT
☐ INDIAN TRIBAL GOVERNMENT
☐ EDUCATIONAL INSTITUTION
☐ INDIVIDUAL
☐ FOR-PROFIT ORGANIZATION
☐ NON-PROFIT ORGANIZATION
☐ OTHER (SPECIFY)

13. FUNDING INFORMATION

	Recipient	BLM
This obligation	\$ _____	\$ Per Task Order
Previous obligation	\$ _____	\$ _____
Total obligation	\$ _____	\$ _____
Share Ratio	_____ %	_____ %

14. ACCOUNTING AND APPROPRIATION DATA

Obligation of funds will occur through the issuance of task orders.

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES

Provide crews to perform specified forest work projects to aid and support the protection, development, and improvement of lands located within Lane County, Oregon.

16a. NAME AND TITLE OF SIGNER (Type or print)

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)

Steven D. Shapiro

16b. RECIPIENT

16c. DATE SIGNED

William A. Vukobratovic
(Authorized Signature)

12/2/02

17b. UNITED STATES OF AMERICA

BY *Robert E. Stearns*
(Signature of Assistance Officer)

17c. DATE SIGNED

12/5/02

APPROVED AS TO FORM
Date 11/29/02 lane county
J. Laidlaw
OFFICE OF LEGAL COUNSEL

I. Statement of Joint Objectives

A. Purpose. This cooperative agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM) Oregon State Office, and Lane County, Oregon, for the Lane County Sheriff and Youth Services Departments (AGENCIES) for the purpose of supporting inmates who will perform mandatory community service on federal lands in Lane County.

B. Objective. This agreement will provide financial resources and projects to be implemented and accomplished on public lands within the Eugene District. These projects are high priority forest work projects such as aquatic and terrestrial habitat restoration, road and recreation facilities maintenance, invasive species control, wildfire hazard reduction and illegal dumpsite removal. This agreement will result in increased productivity of natural resources on public lands and increased visitor safety.

C. Authority. The basis for this agreement is found on support or stimulation of a public purpose authorized by the following Federal statute(s):

1. Federal Land Policy and Management Act (FLPMA) of 1976 (Public Law 94-579, Section 307 (b)), states, "Subject to the provisions of applicable law, the Secretary may enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands."

2. Secure Rural Schools and Community Self-Determination Act of 2000, (Public Law 106-393). This act authorizes expenditure of "project funds" under sections 102 (d) (1) (B)(i) and 103 (c)(1)(b)(i) to be expended in accordance with Title II of the act. Additionally, this act authorizes the Secretary of Interior, or designee; to enter into cooperative agreements, contracts or grants with State and local governments, private and nonprofit entities, and landowners in order to assist the secretary in carrying out approved projects, Sec. 204(a)(e)(1).

D. Benefits. The activity to be undertaken through this agreement are in furtherance of the BLM and the AGENCIES mission by providing the following benefits:

1. BLM will receive needed work to improve and restore habitat and facilities on public lands within the Eugene District.

In February 2001, Lane County asked BLM and FS to identify the types and estimate the amount of work these crews might accomplish in FY 02. A preliminary inventory of work sites identified the following for the Eugene District:

Illegal Household Garbage Dumping - Illegal household garbage dumping on federal lands with the Eugene District is a serious problem and detracts from the beauty of federal lands in Lane County. The Eugene District has located and identified 123 priority sites to clean up all within a 90-minute drive from the Alma Work camp.

Noxious Weed Control Projects - Eugene District has identified 150 miles of road right-of-ways where English Ivy, scotchbroom and knapweed control and removal is needed.

Other Projects - Brush cutting in riparian habitat to benefit and “release” conifer growth; manual maintenance (brush cutting) for roads which have been decommissioned and planted back to Douglas-fir; Maintenance of Tyrrell Seed Orchard buildings (painting), brush cutting and vegetation control around Douglas-fir trees; vegetation management control measures to benefit native species at the West Eugene Wetlands.

2. Lane County will receive financial resources and desirous work projects for it's youth corrections program and forest work camp adult inmate program. These federal funds, together with other county funds allow the maintenance of a cost-effective operation, which meets the social objective of allowing inmates to serve their full sentences while doing meaningful work.

II. Definitions.

A. Agreement: This cooperative agreement.

B. Assistance Officer (AO): The BLM'S Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement or any task order (TO) thereto. The AO is responsible for monitoring the agreement for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement and closing out the agreement.

C. Assistance Representative (AR): The BLM's Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work that is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.

D. The Bureau of Land Management (BLM). May also be referred to as Bureau.

E. The Code of Federal Regulations (CFR).

F. Fiscal Year (FY). The Federal fiscal year that extends from October 1 of one year through September 30 of the following year.

G. Lane County (AGENCY). May also be referred to as recipient. Lane County Sheriff Department and the Youth Corrections Department are the AGENCIES working for Lane County.

H. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount.

I. The Office of Management and Budget (OMB).

J. Project Inspector (PI): The BLM's project inspector. At the time of award, a BLM employee(s) may be appointed as the PI. If appointed, the PI will be responsible for providing on-site inspection of the work and for giving the AGENCY representative any special

instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.

K. Project Manager: The recipient's Project Manager. This individual will be responsible for supervision and day-to-day operations of the agreement, accomplishment of tasks, and preparation of any required reports.

L. Responsible Official: The recipient's Responsible Official. The responsible official is the individual who is authorized to act for the recipient's organization and commit the recipient to compliance with the terms and conditions of this agreement.

M. Task Order (TO): The order which is issued against the agreement to obligate funds for specific services provided.

III. Project Management Plan.

A. The AGENCIES agree to:

1. Furnish work crews as available from AGENCIES facilities, adequately equipped and clothed to do normal forest improvement and conservation work, to perform specified projects at various sites in and around the BLM's Eugene District.

2. Provide all necessary medical attention for injuries of AGENCIES supervisory personnel and crewmembers sustained while engaged in work under this agreement.

3. Be responsible for housing, feeding, clothing, transportation, medical care, and other welfare needs, as may be required, for AGENCIES supervisory personnel and work crewmembers.

4. At all times have full jurisdiction over and be responsible for the supervision, discipline and control of juvenile clients and adult inmates assigned to work projects under this Agreement, including providing any necessary control personnel.

6. To complete assigned work projects to the specifications and standards of the BLM.

7. Provide on-site sanitation facilities on all projects.

8. Cease work on any site where known or suspected hazardous material is found and notify the BLM immediately. Work on the site may be resumed when either the hazardous material has been removed or the site has been determined to be safe by the BLM.

9. Notify the BLM immediately if workers discover, encounter or become aware of any objects or sites of cultural value on any project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts. Cease all operations in the vicinity of the cultural value. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon approval by BLM.

B. The BLM agrees to:

1. Depending on the availability of project work, submit project requests to the AGENCIES, describing the work to be done, technical specifications, project locations, and dates of projects.

2. Provide to AGENCIES supervisory or administrative personnel any technical assistance needed to clarify project specifications or needs, and to provide detailed site instruction and any necessary training.

3. If necessary, loan essential tools and equipment, and provide necessary materials for the adequate completion of project work, which is not already provided by the AGENCIES (appropriate forms, e.g. DI-105, Receipt for Property, shall be completed if necessary for such equipment). Tools and equipment shall be returned when no longer needed for the project(s) in like condition when loaned, except for normal wear and tear. Unused materials shall likewise be returned upon project completion. Lost or stolen tools and equipment will be replaced by the AGENCY unless otherwise agreed to by BLM.

4. Instruct its personnel not to mail or deliver letters to or for crew members, nor barter, gamble, furnish money, alcohol, drugs, tangible goods, or other items or substances prohibited by the AGENCY to crew members or AGENCY employees, except as may otherwise be allowed by this agreement. The AGENCY shall provide to the BLM a listing of any prohibited items or substances not specifically described above.

5. Instruct personnel to not offer or agree to transport crewmembers in government owned vehicles.

6. Provide payments to the AGENCIES in accordance with Section VI, Financial Support, and Section VII, Payments, of this agreement and applicable OMB and Treasury Regulations.

C. Jointly, the parties to this agreement agree that:

1. The BLM and the AGENCIES shall meet as often as necessary to affect administration of the Agreement in a mutually acceptable manner. Both parties will provide notice of who liaison officers are, and will provide notification of any changes in those designations.

2. Project work performed under this Agreement will not displace employed persons or impair existing contracts.

3. AGENCIES employees and work crew members under this Agreement are not Federal employees for the purposes of laws administered by the Office of Personnel Management, and do not have title to any benefits such as health insurance, leave, retirement, OWCP coverage or

the benefits of the Federal Tort Claims Act. The BLM shall have no responsibility for the payment of wages or related benefits such as health insurance or unemployment compensation.

4. Work performed under this Agreement shall consist of forest ecosystem restoration and conservation projects, stream improvement projects and various other facilities maintenance projects.

5. A project progress and work completion report for cooperative services will be completed as necessary for projects authorized under this Agreement.

6. The BLM shall be liable for injury or loss of property, personal injury or death caused by the negligent or wrongful act omission of any employee of the BLM while acting within the scope of their office or employment under certain circumstances where the BLM, if a private person, would be liable to the claimant in accordance with the law of the State where the act or omission occurred.

7. This agreement may be terminated by either party in their discretion upon 30 days written notice from one to the other.

IV. Term of Agreement. This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect through September 30, 2007, unless terminated in accordance with the provisions of 43 CFR Subpart C, Section 12.84.

V. Task Orders (TO).

A. Issuance. If any TOs are issued they will be issued in writing by the Assistance Officer and must be signed by both the authorized responsible official and the AO to be effective. It is anticipated that a quarterly TO will be issued to each entity to maintain fund accountability.

B. Contents. A TO will contain:

1. The estimated number of inmate hours and crew days spent on BLM projects during the period covered by the task order.

2. The rate of reimbursement based on a combination of hourly cost and the cost of providing transportation for the work crews to the project sites. The rates have initially been estimated for the Forest Work Camp (Lane County Sheriff Department) at a range of \$3.75 to \$4.25 per inmate hour and \$175.00 to \$225.00 per crew day for transportation. The rates for the Juvenile Forest Team (Youth Corrections Department) are estimated at \$4.00 to \$4.50 per inmate hour and \$275.00 to \$325.00 per crew day for transportation. The daily transportation rate for the first year reflects start-up costs which will not be present in later years. These rates are based on the actual costs of providing crews to work on federal land. The rates for the Juvenile Forest Team (Youth Corrections Department) will differ from those of the Forest Work Camp but will be derived using a similar methodology. Payments to the AGENCIES will be in accordance with Section VI, Financial Support, and Section VII, Payments, of this agreement and applicable OMB and Treasury Regulations.

3. The specifications or statement of work which specifies what will be performed under this TO. A list of any deliverable items that are required.

4. Any necessary drawings and/or location maps.

5. The delivery schedule or completion time which has been negotiated based on the level of difficulty, site location, etc.

6. A detailed budget submitted on form SF-424A, Budget Information - Nonconstruction Programs with a NTE amount for the task.

7. Any other detail or information necessary.

VI. Financial Support.

A. Obligation of funds under this agreement shall be accomplished by issuance of TOs. The AGENCIES hereby release the BLM from all liability due to failure of Congress to appropriate funds for this agreement.

B. Funds obligated for a specific TO but not expended in that FY can be carried forward and expended in the subsequent FY.

C. TOs will specify the NTE amounts. The BLM shall not be obligated to pay for nor shall the AGENCIES be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.

D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.64.

E. Program income for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.65.

VII. Payments.

A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

2. Recipient enrollment in ASAP is accomplished in one of the two following ways:

a. Recipients *already participating with another Federal agency* need only complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form.

b. Recipients *not currently enrolled in the ASAP system* should complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete and return those forms to the Department of the Treasury and they will send the recipient the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

3. Once the recipient has been assigned an ASAP Requestor ID by the Department of Treasury, the BLM Assistance Officer will create an ASAP Account ID unique to this agreement. The first nine characters will be the agreement number (reference block 1 of agreement cover page, BLM Form 1511-1). The remaining three characters will identify BLM funding line items. Drawdown of funds will not be authorized under this agreement until the completion of the task and delivery of the report.

B. The recipient will be required to complete a Standard Form (SF) 270, Request for Advance or Reimbursement, and backup documentation and mail or fax it to the Assistance Officer at the same time they make an ASAP fund drawdown. ***Failure to submit an original SF-270 at time of drawdown may result in the BLM requiring agency review prior to release of funds using the ASAP system.***

C. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. ***If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.***

This recipient is subject ☒ Is not subject ☐ To Agency Review for payment requests

VIII. Property Management and Disposition.

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart C, Section 12.71 through 12.74.

IX. Deliverables and Reports.

Submit one copy of an annual performance report through the Assistance Representative to the Assistance Officer within 90 days after the end of the FY. The performance report must be prepared in accordance with 43 CFR, Subpart C, Section 12.80 and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns and any other pertinent information.

X. Key Officials.

A. Assistance Officer (AO)

Steven D. Shapiro
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, OR 97208
Telephone Number 503-952-6221

B. Assistance Representative (AR)

Wayne Elliott
Bureau of Land Management
Eugene District State Office
P.O. Box 10226
Eugene, Oregon 97440-2226
Telephone Number 541-683-6989

C. Responsible Official(s)

Bill Van Vactor, Lane County Administrator
125 East 8th Avenue
Eugene, OR 97401
Telephone Number (541)682-4203

XI. Special Terms and Conditions.

A. Order of Precedence

Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; (e) all Agreement sections, documents, exhibits, and attachments; and (f) all TO sections, documents, exhibits, and attachments.

B. Modifications

This agreement may be modified by written agreement signed by both a Lane County official and the Assistance Officer. Administrative changes (i.e. AO name change) which do not

change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO.

C. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

XII. General Provisions.

A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs are incorporated by reference.

C. OMB Circular A-87, Cost Principles for State and Local Governments is incorporated by reference.

D. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.

E. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.

F. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.

G. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.

H. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.

I. Compliance With Buy American Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 2000, Public Law 106-113, be advised of the following:

1. None of the funds made available in this agreement may be expended by a recipient unless the recipient agrees that in expending the funds the recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").

2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

3. Recipient also agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

J. Opposition to Any Legislation. Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

K. Increasing Seat Belt Use in the United States. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.